

REMARKS

Claims 1-7, 9-14, 18, 23 and 26 are in the case. All of the claims have been amended to claim an ionically crosslinked resin composition a composition.

Examiner Harlan and the undersigned discussed the rejection of Nov. 15, 2006 during a telephone interview, which is acknowledged with appreciation.

Claim 1 has been amended to remove the limitation to absence of radiation conditions because the Examiner has held that said limitation does not distinguish from Ceska, et al. This claim has also been amended to move the limitation to the form of the composition being adhesive or sealant to claim 26 which already limited the form to putty. Claim 1 has also been amended to introduce the term “ionically crosslinked,” which is a feature of the invention which further distinguishes it from Ceska, et al. The importance of ionic crosslinking has basis in the original disclosure, for example in paragraphs [0010], [0024], and [0027].

Ceska, et al., as admitted in the Office Action, does not disclose the feature of claim 1 “which exhibits reversible crosslinking behavior.” The fact that all of the Examples of Ceska, et al., were covalently crosslinked prevented the resins produced in those Examples from exhibiting the reversible crosslinking behavior associated with the ionically crosslinked resins of the invention. As known by those skilled in this art, monoethylenically unsaturated monomers copolymerize and result in ionic crosslinks whereas polyethylenically unsaturated monomers copolymerize and result in predominantly covalent crosslinks. As explained at the following web page, <http://hyperphysics.phy-astr.gsu.edu/hbase/chemical/bond.html>, a covalent bond is one in which one or more pairs of electrons are shared by two atoms, whereas an ionic bond is one in which one or more electrons from one atom are removed and attached to another atom, resulting in positive and negative ions which attract each other. The following web page also explains the difference between these types of bonds:

<http://www.elmhurst.edu/~chm/vchembook/153Acompare.html>.

Claims 1-7, 9-14, and 23 were rejected over Ceska, et al., on the new theory of inherency. The Examiner contends “that the missing limitation: a resin composition exhibiting reversible crosslinking behavior is inherent * * * “The outstanding issue is whether Ceska teaches a resin composition exhibiting reversible cross-linking behavior.” Office Action, paragraph 6.

Ceska himself has stated in the accompanying Declaration that none of the Examples presented in the cited Ceska, et al., patent would exhibit such reversible crosslinking behavior because all of the Examples would have included covalent crosslinking. The covalent crosslinks are due to the polyfunctional monomers in each of said Examples. Ceska declares that he disagrees with the Examiner's assumption that the reversible crosslinking behavior is inherent in the Ceska, et al., patent. Ceska declares that all of resins of the Examples of said patent include covalent crosslinks which means they would not exhibit the reversible crosslinking behavior of the ionically crosslinked resin compositions of the presently claimed invention.

For these reasons it is believed that the current amendment overcomes all current grounds of rejection and therefore an early notice of allowance is earnestly solicited.

Respectfully submitted,

COZEN O'CONNOR

/Michael B. Fein/

By: Michael B. Fein
Registration 25,333

1900 Market St.
Philadelphia, Pa. 19103
V: 215 665-4622
F: 215 701-2246